

CITY OF LINCOLN/LANCASTER COUNTY
CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.05-184
ANNUAL REQUIREMENTS FOR
RADIAL TRANSIT TIRES

DATE: July 10, 2006

CONTRACT PERIOD: Sept. 1, 2006 thru Aug. 31, 2007

CONTRACTOR: The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, OH 44316

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

COMPANY REPRESENTATIVE: P. E. Headley
TELEPHONE NO: 800.645.3243
FAX No.: 330.796.5708
E-MAIL ADDRESS: kim.jones-searcy@goodyear.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

As Per Bid Specification and Proposal

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

E.O. 76700
Dated: 07-05-06



CITY OF LINCOLN
N E B R A S K A

Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
Lincoln, Nebraska 68508

402-441-7410
fax: 402-441-6513

LINCOLN
The Community of Opportunity

MAYOR COLEEN J. SENG

www.ci.lincoln.ne.us

Ms. Kim Searcy
The Goodyear Tire & Rubber Company
1144 East Market Street
Akron, Ohio 44316

RE: ANNUAL REQUIREMENTS FOR RADIAL TRANSIT TIRES, SPECIFICATION NO. 05-184

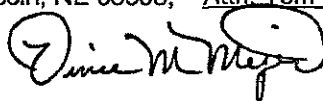
Dear Ms. Searcy:

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County desires to **renew the contract** for one (1) additional term beginning **September 1, 2006 thru August 31, 2007.**

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

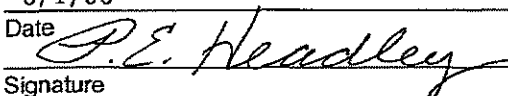
As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. **Please return the original letter back to our office (faxed copy is not acceptable) by May 31, 2006,** for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renew has been signed and an Executive Order issued you shall receive an Award Notification and your copy of the contract by mail.

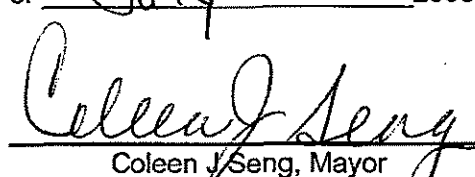
*If your company should choose **not** to renew this contract in it's original form, please **state** on your letterhead the **reasons** and return to the City of Lincoln/Purchasing Dept, 440 So. 8th, Suite 200, Lincoln, NE 68508, Attn: Tom Kopplin*



Vince Mejer
Purchasing Agent

Official City Use Only

The Goodyear Tire & Rubber Company
Company Name
1144 East Market Street, Akron, OH 44316
Company Address
800/645-3243
Phone No.
330/796-5708
FAX No.
kim.jones-searcy@goodyear.com
E-Mail Address
P E Headley
By(print)
Contract Manager, Mileage Sales, Lease
Title & Service
6/1/06
Date

Signature

Dated this 5th day
of July 2006

Coleen J. Seng, Mayor

**ACCEPTANCE OF BID TO CONTRACT
FOR
CITY OF LINCOLN, NEBRASKA**

TO: City Attorney
City Department
Contractor

COPY

The City of Lincoln, Nebraska, hereinafter referred to as City of Lincoln, hereby accepts the proposal dated July 25, 2005 and submitted by The Goodyear Tire & Rubber Company 1144 East Market Street, Akron, OH 44316, hereinafter referred to as Contractor, in response to City of Lincoln Request for Specification No # 05-184 as evidenced by Contractor's signed and "Bid/Proposal Schedule" and accompanying documents attached hereto.

Therefore, the City of Lincoln and the Contractor hereby agree that the proposal response for Specification # 05-184 constitutes a contractual agreement and the purpose of providing Annual Requirements for Radial Transit Tires to the City of Lincoln for the period September 1, 2005 through August 31, 2006 which shall be governed by all terms conditions, and provisions of the specification/proposal and REQUEST FOR BID # 05-184 which are fully incorporated and made part of this agreement. OPTION TO RENEW: This contract may be extended for two (2) additional one (1) year periods, provided all terms and conditions remain in full force and effect except the contract period being extended.

ACCEPTED BY MAYOR

ACCEPTED BY CONTRACTOR

Colleen J. Sang
Signature Colleen J Sang
Joan E. Roach
Attest (City Clerk)

P. E. Headley
Signature

P E Headley
Name (Print)

Contract Manager - Mileage Sales, Lease & Service
Title

Date: 12/1/05

Attest: [Signature]
Assistant Secretary



Date: Jan 9, 2006

original

COPY

PROPOSAL
SPECIFICATION NO. 05-184

BID OPENING TIME & DATE: 12:00 NOON, JULY 27, 2005

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

THE ANNUAL REQUIREMENTS FOR RADIAL TRANSIT TIRES

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	EST.	<u>UNIT</u>	<u>TOTAL</u>
		<u>ANNUAL QUANTITY</u>		
1	RADIAL TRANSIT TIRE	100 EA	\$ 385.00	\$ 38,500
	MFG. <u>Goodyear</u> SIZE <u>B305/85R22.5</u>			
	PLY <u>18</u> LOAD RANGE <u>J</u>			

BID SECURITY REQUIRED: No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

Contract Extension Renewal is an option: X Yes No

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: YES ; or
(b) Bid prices subject to escalation/de-escalation: .
(c) If (b), state period for which prices will remain firm:
Through .

INTERLOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

 YES X NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: Kim Searcy
TITLE: Contract Administrator
PHONE NO. 330/796-2376

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance, upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE:
SEALED BID FOR SPEC. 05-184**

The Goodyear Tire & Rubber Company
COMPANY NAME

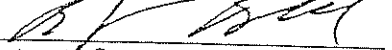
1144 East Market Street
STREET ADDRESS or P.O. BOX

Akron, Ohio 44316
CITY, STATE ZIP CODE

800/645-3243 330/796-5708
TELEPHONE No. FAX No.

34-0253240
**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

kim.jones-searcy@goodyear.com
E-MAIL ADDRESS

Attest: 
Assistant Secretary
P.E. Headley
BY (Signature)

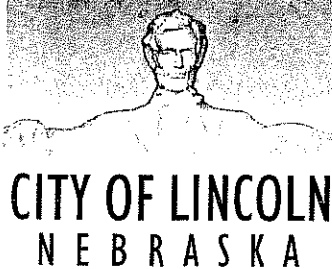
P E Headley
(Print Name)

Contract Manager, Mileage Sales, Lease & Service
(Title)

7/25/05
(Date)

thirty (30) days after receipt of order
**ESTIMATED DELIVERY DAYS (After
receipt of individual orders)**

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: bid



Purchasing Division / Finance Department
Vince M. Mejer, Purchasing Agent
440 South 8th Street
Suite 200, Southwest Wing
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MAYOR COLEEN J. SENG

lincoln.ne.gov

 **COPY**

November 23, 2005

Good Year Tire & Rubber Company
Attn: Kim Searcy
1144 East Market Street
Akron, Ohio 44316-0001

Dear Ms. Kim M. Searcy:

In regarding your proposed changes to Specification 05-184 the Law Department with the City of Lincoln has reviewed and will accept the following changes before a contract can be executed.

1. Article 10.2 under Warranties, Guarantees and Maintenance - This is limited to warranty statement submitted with bid. Enclosed is a copy of the original Instructions to Bidders for your review.
 - 1a. The City of Lincoln Law Department and Startran will accept this change.
2. Article 11.1 under Acceptance of Material - Please delete this article in its entirety.
 - 2a. The City of Lincoln Law Department and Startran will not allow the deletion of this article but will allow adding "in inventory" after make/model.
3. Article 11.2.1 under Acceptance of Material - Please delete "and actual usage."
 - 3a. The City of Lincoln Law Department will not accept this change.
4. Article 11.2.1 under Acceptance of Material - At the end of the sentence after the word "and", please insert "provided the inspection is conducted within 30 days of receipt."
 - 4a. The City of Lincoln Law Department will not accept this change.
5. Article 11.3 under Acceptance of Material - In the first line after the word "found" please insert "inspected within the time provided above and either is."
 - 5a. The City of Lincoln Law Department and Startran will not accept this change.
6. Article 11.3 under Acceptance of Material - In the third line after the word "bidder", please insert "within 15 days following its inspection."

- 6a. The City of Lincoln Law Department and Startran would like 30 days following its inspection.
- 7. Article 11.3 under Acceptance of Material - In the third line after the word "and", please insert "promptly."
- 7a. The City of Lincoln Law Department and Startran will accept this change.
- 8. Article 11.4 under Acceptance of Material - In the second line after the word "encumbrances", please insert "other than liens arising by operation of law to secure the purchase price."
- 8a. The City of Lincoln Law Department and Startran will not accept this change.
- 9. Article 13.1 under Indemnification - In the third line, please insert "reasonable" before attorney's fees.
- 9a. The City of Lincoln Law Department and Startran will accept this change.
- 10. Article 13.1 under Indemnification - In the sixth line, please delete "in whole or in part."
- 10a. The City of Lincoln Law Department and Startran will accept this change.
- 11. Article 13.1 under Indemnification - In the sixth line, please delete "any subcontractor" and replace with "or any person employed by Bidder."
- 11a. The City of Lincoln Law Department and Startran will accept this change if Goodyear agrees not to use any subcontractors (in writing).
- 12. Article 13.1 under Indemnification - In the tenth line, please delete the word "sole."
- 12a. The City of Lincoln Law Department and Startran will accept this change.
- 13. Article 14.1 Terms of Payment - please confirm understanding that payment terms are net 30 days.
- 13a. The City of Lincoln Law Department and Startran will accept this change.
- 14. Specifications. Article 3.4 under Tire Recovery Equipment - Please add to the beginning of the first line "Subject to reasonable prior notice and mutual agreement."
- 14a. The City of Lincoln Law Department and Startran will accept this change.
- 15. Article 1.2 (and section 5.1.2 of special provisions addendum) - Estimated Quantities under Special Provisions - Please delete this article in its entirety.
- 15a. The City of Lincoln Law Department and Startran will accept this change.
- 16. Article 1.3 (and section 5.1.3. Of special provisions addendum) - Estimated Quantities under Special Provisions - Please confirm understanding that price reflects bid specification items only and not kindred items.
- 16a. The City of Lincoln Law Department and Startran will accept this change.

17. Article 3.2 - Estimated Quantities under Special Provisions - Please delete subsections 2, 3 and 9. Confirm understanding that is market conditions warrant an adjustment, this adjustment will be mutually agreed upon by both parties.
- 17a. The City of Lincoln Law Department and Startran will accept deleting subsection 2 and 3. Subsection 9 will not be deleted. Goodyear will need to prove a price increase that is warranted in some way.
18. Article 6.1 - Termination of Contract - Please delete the last sentence of this article beginning with the words "In the eventcontract pricing."
- 18a. The City of Lincoln Law Department and Startran will accept this change.

After reviewing new proposal changes and you agree to the above terms, please sign and return attached contract to the City of Lincoln, Purchasing Department 440 S. 8th St. Lincoln, NE 68508 by **December 7, 2005**.

Sincerely,



Tom Kopplin